

EXHIBIT 7

(amended with more clear copy of declaration of Lucille Matthews)

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
(Newport News Division)**

LUCILLE MATTHEWS,

Plaintiff,

v.

RECEIVABLE RECOVERY SERVICES,
LLC.,

Defendant.

Case No. 4:24-CV-77

DECLARATION OF PLAINTIFF LUCILLE MATTHEWS

Plaintiff, Lucille Matthews, declares as follows:

1. I am over eighteen years of age, of sound mind, and fully competent to make this declaration.
2. My husband entered into an agreement with a credit repair company called Credit Saint at this beginning of this year. He added me to the Credit Saint account in February. We then decided to drop our agreement with Credit Saint as a credit repair company as we decided to work with another credit repair company.
3. On March 24, 2024 my husband and I had a single conversation with a representative of Credit Saint. On or about the same day as the conversation, I provided Credit Saint with notice of cancellation and never intended to retain any attorney or use Credit Saint as a credit repair company. Credit Saint confirmed my canceling via email on March 25, 2024. My husband and I engaged and are continuing to use a credit repair company that is wholly unrelated to any lawsuits.
4. I do not recall signing nor did I intend to sign an agreement with any lawfirm to represent me nor did I give anyone else the power to do so on my behalf.
5. The first time I became aware of the above named lawsuit was when the attorney who filed the lawsuit contacted me at the beginning of September of this year about being relieved as my counsel. She was accompanied by a male attorney on the call, but I do not know who he was or recall his name.

6. I did not know I had attorneys or that I was involved in any lawsuit.
7. I received papers from the court requiring my participation in a deposition and I called Andrew Biondi, the attorney listed on the court papers, and asked him what is going on.
8. Once I informed Mr. Biondi that I was not aware of the case, I was contacted by attorney Chad Echols.
9. Mr. Echols asked if I would meet with him about the case.
10. I agreed to meet with Mr. Echols and discuss what I knew and/or did not know.
11. On Wednesday, October 23rd of 2024 around lunch time I met Mr. Echols at a Starbucks in Hampton, Virginia. I was in Hampton attending meetings and training associated with my employment.
12. Mr. Echols asked if our conversation could be recorded, and I agreed it could be recorded.
13. The attached transcript is a true and accurate record of my conversation with Mr. Echols at the Starbucks on October 23rd of 2024.
14. Mr. Echols asked me questions regarding this case and another case named: Lucille Matthews v. R&B Corporation of Virginia DBA Credit Control Corp. with case no. 4:24-cv-00048. The ("R&B") case.
15. Importantly, I never knew the R&B lawsuit existed prior to speaking with Mr. Echols.
16. I never spoke to an attorney at any time about the R&B lawsuit.
17. I was never consulted about the R&B lawsuit or any settlement of the R&B case.
18. I never received any money associated with the settlement of the R&B lawsuit.
19. I did not draft the letters attached to the R&B lawsuit.
20. I did not send the letters attached to the R&B lawsuit.
21. I did not authorize the letters attached to the R&B lawsuit be sent on my behalf.
22. I never authorized anyone to file the R&B lawsuit or this lawsuit on my behalf.

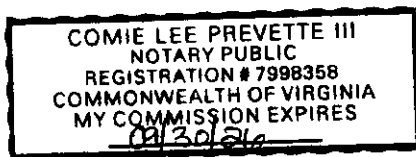
23. I never wanted to sue the defendant in the R&B lawsuit or the defendant in this lawsuit.
24. I believe it is important to find out why these cases were brought without my actual knowledge.
25. I believe it is important to find out why the attorney stated in the R&B lawsuit to have \$40,800.00 in attorney's fees listing multiple client discussions or client consults when I never spoke with any attorney.
26. I believe it is important to find out why a lawsuit was brought and settled without my knowledge.
27. I believe it is important to find out what happened to any settlement funds associated with the R&B lawsuit being settled.
28. I do not wish to remain a plaintiff in this current case, but I do want to understand why this happened to me and hopefully avoid it happening to others.
29. I am aware the attorneys for the defendant in this case are asking the court to inquire into the matters outlined in my discussion with Mr. Echols and in this declaration. I support that inquiry.


Lucille Matthews

Sworn to and subscribed before me
this 13th day of November, 2024.


Notary Public

My commission expires: 9/30/26



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

LUCILLE MATTHEWS, : CIVIL ACTION NO.
Plaintiff 4:24-cv-77
vs. :
RECEIVABLE RECOVERY
SERVICES, LLC, :
Defendant

TRANSCRIPTION OF COVERSATION BETWEEN LUCILLE
MATTHEWS AND CHAD ECHOLS

TRANSCRIBED BY: CAROL T. LUCIC, RPR, RMR

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1 MR. ECHOLS: I'm here meeting with Lucille
2 Matthews, and we're having a conversation regarding
3 her experience with Guard Law and how we got to
4 where my client, RRS, ended up being a defendant
5 with Ms. Matthews being a plaintiff.

6 And you are Lucille Matthews; correct?

7 MS. MATTHEWS: Yes.

8 MR. ECHOLS: Just tell me your background
9 with Guard Law and your cancellation with them and
10 then your knowledge of the lawsuit with RRS.

11 MS. MATTHEWS: Back sometime at the
12 beginning of the year -- I don't remember the exact
13 month -- me and my husband wanted to do a credit
14 repair to build up our credit, and so he called a
15 company, and from my knowledge my husband said it
16 was Credit Saint, and I guess it was done over the
17 phone. He called me on a three-way call with them
18 to set everything up since I was part of doing the
19 consolidation or credit repair for the company, and
20 I guess they had to get my signature on it or
21 whatnot.

22 So I'm at work when I'm talking to them,
23 so I'm not completely listening to everything
24 because my husband is on the phone. He's paying
25 the bill and all that.

1 MR. ECHOLS: Right.

2 MS. MATTHEWS: And so that was it. And
3 then my husband decided to go with another company
4 for whatever reason. I don't know if it was
5 because of the price or whatever, but we went with
6 Brightside. So we've been dealing with them for
7 the last five months or so.

8 Then I get a letter I guess from Guard Law
9 saying something about to remove themselves as my
10 attorney for the lawsuit. Immediately I called
11 them, and I'm wondering what this lawsuit is
12 because I never filed a lawsuit. They were like do
13 you remember us, and I was like I really don't, and
14 they kind of explained a little bit.

15 MR. ECHOLS: Do you remember what they
16 explained?

17 MS. MATTHEWS: They were just saying that
18 it was a lawsuit on a credit report client or
19 whatever to try to -- they submitted a lawsuit
20 saying that the original creditor did not remove --
21 what is it called? -- the dispute off of the credit
22 report in a timely fashion or something like that,
23 and so they -- the attorney for Guard Law filed a
24 suit on my behalf unbeknownst to my knowledge. I
25 never wanted to -- intended to do a lawsuit. I

1 just wanted to build up my credit.

2 MR. ECHOLS: Let me ask you this: So you
3 in March had sent Guard Law an email canceling or
4 Credit Saint canceling with them?

5 MS. MATTHEWS: Yes, because we were going
6 with Brightside.

7 MR. ECHOLS: So did you even know that you
8 had filed a lawsuit against my client, Receivable
9 Recovery?

10 MS. MATTHEWS: No, not at all. I thought
11 we were just canceling the subscription with the
12 credit repair company and going to the other --
13 Brightside.

14 MR. ECHOLS: So prior to Guard Law
15 contacting you about withdrawing were you aware
16 that they were legally representing you?

17 MS. MATTHEWS: No.

18 MR. ECHOLS: Do you remember who you spoke
19 with?

20 MS. MATTHEWS: I don't.

21 MR. ECHOLS: Do you remember it being a
22 female or a male?

23 MS. MATTHEWS: Both a male and a female
24 was on the phone with me on the last contact with
25 them.

1 MR. ECHOLS: I'm going to ask you a couple
2 of questions because I think this is really
3 interesting.

4 Do you recognize the name R&B Corporation
5 of Virginia doing business as Credit Control Corp.?

6 MS. MATTHEWS: I've heard the name before.

7 MR. ECHOLS: Where have you heard that?

8 MS. MATTHEWS: On my credit report.

9 MR. ECHOLS: On your credit report. Did
10 you file suit against them?

11 MS. MATTHEWS: No. I have not filed suit
12 against anyone. Yeah, I've seen that paperwork
13 that --

14 MR. ECHOLS: Is that what you see here?

15 MS. MATTHEWS: Yes.

16 MR. ECHOLS: That's against this other
17 company.

18 MS. MATTHEWS: Yeah.

19 MR. ECHOLS: So you didn't know you had
20 filed suit against them?

21 MS. MATTHEWS: No.

22 MR. ECHOLS: Do you recall -- have you
23 been paid any money as a result of this lawsuit?

24 MS. MATTHEWS: No.

25 MR. ECHOLS: No?

1 MS. MATTHEWS: No; and I have not heard
2 anything except for the information that the other
3 attorney --

4 MR. ECHOLS: Mr. Biondi?

5 MS. MATTHEWS: Yeah. When he sent me the
6 packet of stuff that they received so that I could
7 see what was going on was the first time that I saw
8 that there was a lawsuit on my behalf, that I even
9 had an attorney, and that they were trying to get
10 either 4,000 at one point and 5,500 at another.
11 That was my first knowledge of knowing any of that.

12 MR. ECHOLS: Did anyone related to suing
13 Credit Control Corp. or R&B Corporation doing
14 business as Credit Control Corp. -- I'm just going
15 to call them Credit Control Corp. -- did anyone
16 ever call you to negotiate a settlement?

17 MS. MATTHEWS: I have had many calls from
18 different people, like debt collectors. I don't
19 answer the calls, and if I do answer because I
20 don't know the number and I happen to pick up, once
21 I realize that they are a debt collector I hang up
22 because I know we're going through Brightside and
23 they're doing their thing.

24 MR. ECHOLS: I apologize. I'm saying like
25 did Guard Law ever call you and say, Ms. Matthews,

1 we've sued Credit Control Corp., and they've
2 offered a settlement --

3 MS. MATTHEWS: Nothing.

4 MR. ECHOLS: Nothing like that?

5 MS. MATTHEWS: Nothing like that.

6 MR. ECHOLS: I'm going to show you because
7 I think this is fascinating -- this was filed in
8 federal court.

9 MS. MATTHEWS: Okay.

10 MR. ECHOLS: And one of the things it says
11 here is that sometime around January 27, '24,
12 plaintiff -- that's you -- contacted defendant via
13 fax at this number notifying the defendant that the
14 debt for two of the accounts they are listing on
15 her credit report are the subject of dispute.

16 Did you send anything via fax to this
17 company?

18 MS. MATTHEWS: No.

19 MR. ECHOLS: Did you authorize anyone to
20 do that?

21 MS. MATTHEWS: No, because I hadn't talked
22 to Guard Law after that, so I had no knowledge of
23 any of that.

24 MR. ECHOLS: Then it says sometime around
25 March 11 --

1 MS. MATTHEWS: My birthday.

2 MR. ECHOLS: -- this is Paragraph 14 --
3 happy birthday -- a reasonable time after which the
4 defendant would have received such information,
5 plaintiff pulled her credit report through
6 Transunion and discovered defendant had not marked
7 these items as disputed. Is that true?

8 MS. MATTHEWS: If I pulled anything, it
9 was just for me to see what was on my credit
10 report, but nothing in response to a lawsuit.

11 MR. ECHOLS: Nothing related to this
12 litigation?

13 MS. MATTHEWS: No.

14 MR. ECHOLS: You'll see here that they put
15 in here -- at the bottom it says attorney's fees,
16 and they list \$40,000.

17 MS. MATTHEWS: What the -- excuse me --
18 what in the world?

19 MR. ECHOLS: So --

20 MS. MATTHEWS: That's probably around my
21 total debt of all my creditors including school
22 loans.

23 MR. ECHOLS: So right here on Page 7 it
24 lists out their fees.

25 MS. MATTHEWS: Oh, my God.

1 MR. ECHOLS: It says client consult, file
2 review. Did they ever consult you --

3 MS. MATTHEWS: No.

4 MR. ECHOLS: -- for six hours?

5 MS. MATTHEWS: No. I never sat on the
6 phone with anybody not even my husband during
7 dating for six hours. So no.

8 MR. ECHOLS: Here it says eight hours,
9 client discussion. Did they ever talk to you?

10 MS. MATTHEWS: Not to me.

11 MR. ECHOLS: Client consult.

12 MS. MATTHEWS: Not to me.

13 MR. ECHOLS: Client consult.

14 MS. MATTHEWS: Not to me.

15 MR. ECHOLS: So none of that is accurate?

16 MS. MATTHEWS: No. It's absolutely false
17 110,000 percent. Wow.

18 MR. ECHOLS: Do you know the name Marwan
19 Daher?

20 MS. MATTHEWS: No, it doesn't ring a bell.

21 MR. ECHOLS: What about the name Phoenix
22 Ayotte?

23 MS. MATTHEWS: I've heard of that name
24 through the other attorney. He asked me, and then
25 I saw it on the paperwork.

1 MR. ECHOLS: Do you ever remember talking
2 to her about a lawsuit, about filing a lawsuit?

3 MS. MATTHEWS: Unh-unh. I've never talked
4 to anybody about filing a lawsuit. If I talked to
5 her, it was to do credit repair, but never to do a
6 lawsuit.

7 MR. ECHOLS: Do you know the name Joye
8 Coleman?

9 MS. MATTHEWS: No.

10 MR. ECHOLS: Do you know an entity named
11 Coleman Legal, LLC?

12 MS. MATTHEWS: I've seen it on something,
13 but I don't know it personally.

14 MR. ECHOLS: What about the entity Saint
15 Corp. Law; do you know who that is?

16 MS. MATTHEWS: I have no idea.

17 MR. ECHOLS: What about the entity Credit
18 Cleanse?

19 MS. MATTHEWS: No.

20 MR. ECHOLS: And Credit Saint?

21 MS. MATTHEWS: Yes. That's the company
22 that we first started to go through.

23 MR. ECHOLS: Do you know an entity named
24 LetterStream out of Arizona?

25 MS. MATTHEWS: No, I've never heard of

1 them.

2 MR. ECHOLS: You brought some paperwork.
3 What paperwork did you bring?

4 MS. MATTHEWS: This is the stuff
5 that Andy sent me of all of what was going on. He
6 sent me all of the things that were filed with the
7 Court. Apparently it's correspondence between that
8 attorney Phoenix --

9 MR. ECHOLS: Phoenix Aoytte.

10 MS. MATTHEWS: -- saying that they tried
11 to attempt to reach me nine times with no prevail,
12 of course, because I wasn't talking to nobody
13 because --

14 MR. ECHOLS: You didn't expect a call from
15 a lawyer because you didn't intend to file a
16 lawsuit.

17 MS. MATTHEWS: Correct. Again, if they
18 said -- they left a voice mail saying that they
19 were, which I went back to my old voice mails, and
20 I saw two or three of them, and they were trying to
21 reach me. Of course, I never reached out until I
22 get that one court stuff from them saying that they
23 were going to -- trying to remove themselves as my
24 attorney. So I immediately contacted them.
25 Attorney for what?

1 MR. ECHOLS: Yeah.

2 MS. MATTHEWS: And then that's when they
3 said -- well, both the lady and the man was on the
4 line and said that -- asked me if I wanted to
5 pursue the lawsuit. I said I didn't know I had a
6 lawsuit to pursue. I don't want to be in court for
7 anything. I don't want to sue nobody for nothing.
8 So, yes, I do want to drop the case, whatever case
9 it may be. They said they're going to petition the
10 Court to remove themselves as my attorney, that I
11 probably will hear from another attorney on the
12 back side and not to speak to them.

13 MR. ECHOLS: So they instructed you once
14 they were removed not to speak to other lawyers
15 about this?

16 MS. MATTHEWS: Correct. And so when --
17 I'm assuming it was Andrew and then that contacted
18 me. I answered the phone, and they were saying
19 something about a deposition or something, and I
20 don't know if I told them that I wasn't going to
21 speak or I didn't want to do nothing, and then
22 somebody said something about, well, good luck in
23 court, and I hung up the phone, and I was like,
24 okay, I'm not going talk to nobody.

25 MR. ECHOLS: Right.

1 MS. MATTHEWS: Then I received the
2 paperwork saying that I need to do a deposition on
3 Monday, this past Monday, and it said that I had
4 ten days to reach out to that attorney. So I
5 contacted them because when I was speaking to my
6 husband, I'm like if I received something from
7 Guard Law as far as any lawsuit or paperwork, I
8 would have reached out immediately to say what I
9 did when I got that from them to be removed as my
10 counsel.

11 MR. ECHOLS: Right. Do you understand --
12 I just want to be sure you're clear. Do you
13 understand my role in this at all? Do you want me
14 to explain it?

15 MS. MATTHEWS: Yes, please.

16 MR. ECHOLS: Okay. So the defendant in
17 this case is a client of my law firm --

18 MS. MATTHEWS: Okay.

19 MR. ECHOLS: -- and oftentimes when the
20 case is in Virginia, for example, we don't have a
21 lawyer in our law firm in Virginia, so we utilize
22 Andrew Biondi as a local attorney who is barred, so
23 basically I'm working with Mr. Biondi.

24 MS. MATTHEWS: Okay.

25 MR. ECHOLS: We represent RRS, the

1 defendant, Receivable Recovery, and so we were the
2 ones defending the case, and what we said is we
3 would like to take Ms. Matthews' deposition because
4 some of this doesn't make sense to us.

5 MS. MATTHEWS: To me, too.

6 MR. ECHOLS: And that's when Guard Law
7 said, oh, we want out. They got relieved, but we
8 had noticed your deposition, so the Court was
9 saying, hey, Ms. Matthews, you've got to sit for
10 this deposition. So right now you have a case.
11 You're the plaintiff and you're pro se. I
12 represent the defendant, and we're here voluntarily
13 discussing this because you no longer have counsel,
14 but you didn't realize you had even --

15 MS. MATTHEWS: Had a counsel.

16 MR. ECHOLS: And you had previously
17 emailed in March advising you didn't want Guard Law
18 to be your lawyer; right?

19 MS. MATTHEWS: Correct. At that time I
20 didn't even know that they were an attorney.

21 MR. ECHOLS: Did anyone from Guard Law
22 ever provide you legal advice?

23 MS. MATTHEWS: Not to my knowledge, no.

24 MR. ECHOLS: And to the extent they did
25 provide you legal advice or if they didn't -- I

1 mean my question is this: If we wanted to talk to
2 them about this, Guard Law, one thing they might
3 say is, well, that's privileged. That's
4 attorney-client privilege, but if they didn't
5 provide you any legal advice, it's -- I don't know
6 what would be privileged. Does that make sense?

7 MS. MATTHEWS: Yes. Now, during the call
8 of setting up the whole account --

9 MR. ECHOLS: Right.

10 MS. MATTHEWS: -- if they said anything
11 about attorney or lawsuits or anything, I literally
12 was not paying attention because I'm like my
13 husband is there and he's at work. We're just
14 thinking it's a credit repair company. So we were
15 never under the assumption that it was an attorney
16 to file a suit on our behalf.

17 MR. ECHOLS: Did you DocuSign anything?

18 MS. MATTHEWS: Yes.

19 MR. ECHOLS: Do you have copies of that
20 anywhere?

21 MS. MATTHEWS: Yes. I saw it this morning
22 on my way to work. I pulled it up and I saw it,
23 but I can't print it off at work.

24 MR. ECHOLS: Can you forward it to me?

25 MS. MATTHEWS: Yes.

1 MR. ECHOLS: But you never got a copy of a
2 Complaint saying, Ms. Matthews, we're going to file
3 this on your behalf; do you agree with these
4 allegations?

5 MS. MATTHEWS: No.

6 MR. ECHOLS: And you never spoke with
7 Phoenix Ayotte for hours about your case?

8 MS. MATTHEWS: No.

9 MR. ECHOLS: Not against RRS or against
10 anybody?

11 MS. MATTHEWS: I never spoke with any
12 attorney of any sort for eight, six, 12, two hours
13 about any lawsuit at all.

14 MR. ECHOLS: I mean we're just voluntarily
15 having this conversation; right --

16 MS. MATTHEWS: Yes.

17 MR. ECHOLS: -- because you never intended
18 to sue anybody?

19 MS. MATTHEWS: No.

20 MR. ECHOLS: Did you ever -- I'm going to
21 show you an example of a letter from the lawsuit
22 against Credit Control. This letter was attached
23 as Document 1-2 in the lawsuit against them.

24 Did you draft that letter?

25 MS. MATTHEWS: No.

1 MR. ECHOLS: Did you send that letter?

2 MS. MATTHEWS: No.

3 MR. ECHOLS: Did you authorize that letter
4 to be sent?

5 MS. MATTHEWS: Not to my knowledge, no.

6 MR. ECHOLS: Did you know it was sent?

7 MS. MATTHEWS: No, not until you're just
8 showing me now.

9 MR. ECHOLS: Did you dispute -- do you
10 recall specifically disputing these accounts?

11 MS. MATTHEWS: If it has to do with like
12 hospital bills, Brightside from my knowledge, this
13 current company, disputed all of my hospital bills.
14 So if any was under the recovery or credit, they
15 disputed them and I no longer see them on my credit
16 report, but as far as Guard Law doing it, I assumed
17 that we were canceling before any process had
18 begun. So I never authorized any lawsuit towards
19 anybody, but if they pulled up my credit and they
20 disputed things on my behalf, it was before I
21 canceled them.

22 MR. ECHOLS: But did you authorize Credit
23 Suite or Credit Saint to dispute accounts?

24 MS. MATTHEWS: Only as a credit repair to
25 make sure that whether it was a charge-off account,

1 if it was still valid, if it was actually mine. If
2 I did, it was in that aspect (inaudible) --

3 MR. ECHOLS: Did Credit Saint or Guard Law
4 ever send you any money as a result of any
5 litigation?

6 MS. MATTHEWS: I've never received any
7 money whether it was direct deposited to my account
8 or a check or cash in hand, nothing.

9 MR. ECHOLS: Did you want to file a
10 lawsuit?

11 MS. MATTHEWS: I did not want to file a
12 lawsuit against any creditor at all.

13 MR. ECHOLS: And did you believe that
14 Guard Law and/or Credit Saint -- you had
15 discontinued services with them?

16 MS. MATTHEWS: Yes. I was under the
17 assumption that everything was canceled and we no
18 longer had them.

19 MR. ECHOLS: Is there anything else that
20 you -- do you mind if I take a look at that? Is
21 that your Docusign?

22 MS. MATTHEWS: Yes. I'm trying to see how
23 to pull it up.

24 MR. ECHOLS: Who did that come from?

25 MS. MATTHEWS: Guard Law.

1 MR. ECHOLS: But they've withdrawn as your
2 counsel, and you asked them to not be your counsel.

3 MS. MATTHEWS: I asked them to withdraw as
4 a credit repair not knowing again that they were a
5 law firm until recently, and when I signed, it was
6 again while I was at work, so I really wasn't
7 paying attention. I just clicked on the thing,
8 assigned my signature, and finished, and I never
9 read the documents because I thought they were part
10 of Credit Saint.

11 MR. ECHOLS: But to the extent they were
12 your lawyers, prior to us meeting today they
13 withdrew as your lawyers?

14 MS. MATTHEWS: Correct.

15 MR. ECHOLS: Is that is a screen shot of
16 that?

17 MS. MATTHEWS: Yes.

18 MR. ECHOLS: Do you mind sending that to
19 me?

20 MS. MATTHEWS: No, I don't mind. I messed
21 it up the last time. It didn't have the dot
22 between your name. It took me a couple of days to
23 realize that I sent it without the dot, and I'm
24 like why is it coming back? Okay.

25 MR. ECHOLS: Are these the documents you

1 were getting from the Clerk of Court's office?

2 MS. MATTHEWS: Yes, these are the ones.
3 That's the pending. That's what I received, and
4 this is the one where I talked to -- because
5 originally they had it for the 21st and we agreed
6 to do the 29th on the phone call.

7 MR. ECHOLS: To have a conference because
8 the Court had ordered that. You realize you're
9 currently in the Federal District Court in the
10 Eastern District of Virginia?

11 MS. MATTHEWS: Yeah. I'm like what is
12 going on? I was like okay. Granted -- and this
13 was -- when I received this one -- I mean, well,
14 there was one before, and I guess I threw it away
15 because I thought everything was good until I
16 received this one, and I was like what? Wait a
17 minute. Hold up. And then I received them saying
18 that they had been granted removal. I'm just like
19 baffled by all of this.

20 MR. ECHOLS: You're proceeding -- you're
21 pro se right now because the Court has withdrawn
22 your attorney.

23 MS. MATTHEWS: Yes.

24 MR. ECHOLS: To the extent that you have
25 any attorney-client privilege with Guard Law, with

1 Phoenix Ayotte, with Marwan Daher, or anybody, do
2 you waive that privilege? If I was to ask them
3 questions, they would be required to answer those
4 questions?

5 MS. MATTHEWS: Yes.

6 MR. ECHOLS: Do you waive that
7 voluntarily?

8 MS. MATTHEWS: Correct, yes, because I
9 know when I was reading through the correspondence,
10 I guess the thing they had with you guys, they were
11 saying they tried nine different attempts, and I'm
12 like I wouldn't know, you know.

13 MR. ECHOLS: Right, because you weren't --
14 well, if they tried to contact you, you weren't
15 looking for a call from them because you didn't
16 know they had filed a lawsuit on your behalf.

17 MS. MATTHEWS: Correct. As I'm looking
18 back as far as datewise, in the beginning to the
19 middle part -- or the third quarter of the year I
20 was going through a lot of health stuff, and then I
21 was changing my insurance because my job wouldn't
22 let me come back, so I'm trying to find insurance
23 on my own. Once you do stuff on line you've got 20
24 people calling you all day, so if there was a call
25 that came in, I didn't answer it because I'm

1 thinking it's insurance people trying to get me to
2 sign up with them.

3 MR. ECHOLS: Right.

4 MS. MATTHEWS: So I wouldn't answer
5 because you get all of these crazy numbers from
6 Phoenix and Texas and all these places.

7 MR. ECHOLS: Did they ever email you?

8 MS. MATTHEWS: No, I never received an
9 email.

10 MR. ECHOLS: But they had your email;
11 correct?

12 MS. MATTHEWS: Yes; and the only emails I
13 had from them were pertaining to the e-docs.

14 MR. ECHOLS: Do you still have a copy of
15 that email where you canceled their service?

16 MS. MATTHEWS: Yes. I screen shotted that
17 one.

18 MR. ECHOLS: Do you mind sending me that
19 email?

20 MS. MATTHEWS: Okay.

21 MR. ECHOLS: Would you have a problem
22 executing a declaration like an affidavit that
23 explains all this?

24 MS. MATTHEWS: What do you mean?

25 MR. ECHOLS: If we put together an

1 affidavit that said like, you know -- that said
2 this is my experience with Guard Law and it lays it
3 all out assuming you review it and it's 100 percent
4 accurate, would you execute the affidavit that
5 would say like this is -- basically it's consistent
6 with this conversation?

7 MS. MATTHEWS: Yes.

8 MR. ECHOLS: Do you know the date of that
9 email? Can you tell?

10 MS. MATTHEWS: It was March 25.

11 MR. ECHOLS: The day after -- go back to
12 your Docusign of their agreement. Do you see that?

13 MS. MATTHEWS: I don't see that. I hate
14 this phone sometimes. It's an Android.

15 MR. ECHOLS: I got it from you.

16 MS. MATTHEWS: It's the same day.

17 MR. ECHOLS: It's the same day?

18 MS. MATTHEWS: Yes.

19 MR. ECHOLS: Do you have any interest
20 in -- do you have any personal interest in
21 continuing -- are you interested in prosecuting a
22 case against Receivable Recovery Services?

23 MS. MATTHEWS: I'm not interested in
24 prosecuting any case against anybody. That's what
25 I told I guess Phoenix and them. I'm assuming

1 that's who it was that called me that, no, I don't
2 want to prosecute nothing. I had no interest in
3 doing it in the first place, and that's why they
4 motioned to get themselves removed from my case
5 because I didn't want to prosecute.

6 MR. ECHOLS: Do you think it's odd for
7 someone to --

8 MS. MATTHEWS: It's so odd. It's so odd.
9 I don't do law. I watch enough TV -- I know
10 sometimes that's a little different, but from my
11 knowledge it's odd if you are filing -- even if I
12 was under the assumption at the beginning, which I
13 wasn't, that they were an attorney, to file a
14 lawsuit on the same day I'm asking to cancel it and
15 they still pursue the case on my behalf, quote,
16 unquote, and do so much and ask for money, a check
17 to be sent without my knowledge and then say that
18 you are claiming eight hours of conversations, six
19 hours to the amount of \$40,000, it is so odd and
20 bizarre to me. It's scary.

21 MR. ECHOLS: You never -- I mean those
22 attorney fees statements related to communicating
23 with you are false?

24 MS. MATTHEWS: Correct.

25 MR. ECHOLS: Is there anything else that

1 you can think of right now that I might need to
2 know about this process or anything?

3 MS. MATTHEWS: I'm at a loss because I
4 have no idea. This is all new and strange and
5 scary because I don't know what is going on, why
6 they would continue to pursue something on my
7 behalf when I've asked to dismiss -- asked to
8 cancel the contract with them or whatever it may
9 be, to still do it and claim certain things that
10 didn't take place and ask for money on behalf of me
11 that I didn't request, it's odd to me.

12 MR. ECHOLS: Very much.

13 MS. MATTHEWS: And then tell me not to
14 speak to nobody once they file themselves to remove
15 as my attorney. They don't disclose to me that
16 they had an intention to get money from people.
17 That's so odd to me. I don't know. It's weird.
18 It's so weird.

19 MR. ECHOLS: I appreciate your time. I
20 know that this is a unique scenario, and when we
21 had the -- when the case remained open and you're
22 pro se now and I asked to speak with you and you
23 said yes, our basic interest is just basically
24 understanding these facts.

25 MS. MATTHEWS: Like why?

1 MR. ECHOLS: What happened here? How did
2 we end up as a defendant in a case where the
3 consumer didn't even know she had filed a lawsuit
4 against my client?

5 MS. MATTHEWS: And that's what I want to
6 know, too --

7 MR. ECHOLS: Fair enough.

8 MS. MATTHEWS: -- like what is going on
9 because I have no intentions in the past, now, or
10 later filing suit on nobody, unless, of course,
11 they did some bodily harm or they actually stole
12 from me, but outside of that, with a creditor, a
13 consumer, or whatever I have no intentions on
14 filing any lawsuit. I never did.

15 MR. ECHOLS: In this lawsuit that is still
16 going on right now if I or a lawyer, Andrew Biondi
17 or someone else, was to say hey, Ms. Ayotte, we
18 want to speak with you about how all this went
19 down, you know, you authorize her to speak to us
20 without being able to --

21 MS. MATTHEWS: Consult with me.

22 MR. ECHOLS: -- or without being able to
23 say it's attorney-client privilege because she
24 didn't advise you on anything?

25 MS. MATTHEWS: I'm waiving that privilege

1 because they were never and is not now my attorney
2 at all.

3 MR. ECHOLS: Fair enough. Well, I
4 appreciate your time. If there is anything else,
5 if you don't mind just emailing it to me or sending
6 it to me, we're just looking for clarity around
7 this whole thing.

8 MS. MATTHEWS: Me, too, because if you all
9 find something, please let me know because I don't
10 know what is going on.

11 MR. ECHOLS: Thank you.

12 MS. MATTHEWS: Thank you.

13 (End of audio file.)

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1 CERTIFICATE

2
3 I, Carol T. Lucic, Notary Public in and
4 for the State of South Carolina at Large, do hereby
5 certify that the audio recording in the foregoing
6 transcript was recorded stenographically by me and
7 thereafter transcribed by computer-aided
8 transcription; that the foregoing is a full,
9 complete, and true record of the audio recording.

10 Due to the quality of the recorded media, the
11 transcript may include misinterpreted and/or
12 inaudible parentheticals for words unable to be
13 discerned. The court reporter was not present at
14 the time of the recording; therefore, this
15 transcript should not be considered verbatim.

16 I further certify that I am neither
17 related to nor counsel for any party to the cause
18 pending or interested in the events thereof.

19 Witness my hand, I have hereunto affixed
20 my official seal at Charleston, Charleston County,
21 on November 7, 2024.

22
23 _____
24 Carol T. Lucic

25 My Commission Expires November 27, 2027.

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